



NON-DISCLOSURE AGREEMENT

This Agreement is effective Upon Execution ("Effective Date") through , between Telesector Resources Group, Inc. d/b/a Verizon Services Group, (hereinafter "VERIZON") with offices at 240 East 38th Street, New York, NY 10016, on behalf of itself and for the benefit of its AFFILIATES.

And .(hereinafter "RECIPIENT) located at

WHEREAS, VERIZON plans to disclose to RECIPIENT certain of its proprietary information ("INFORMATION" as defined below) for the purpose of creating Public Relations & Communications documents ("Permitted Purpose"); and

WHEREAS, RECIPIENT will use the INFORMATION solely for the Permitted Purpose; and

WHEREAS, VERIZON desires to maintain the confidentiality of the INFORMATION to be disclosed to RECIPIENT.

THEREFORE, the parties agree as follows:

1. "INFORMATION" means all data and information, including, without limitation, data and information of a technical, business or financial nature which has been disclosed to RECIPIENT by VERIZON, whether such disclosure is made visually or orally or documented on any tangible media, including, without limitation, writings, drawings, sound recordings, software algorithms, computer programs including source code, pictorial representations and graphs. This Agreement shall cover information disclosed by, or the property of VERIZON, its affiliates, partners, agents or subsidiaries ("VERIZON Affiliates.")
2. The INFORMATION will remain the property of VERIZON and is proprietary to VERIZON. All applicable rights to copyrights, trade secrets, patents and trademarks in the INFORMATION or any modifications or enhancements

thereto shall remain exclusively with VERIZON. RECIPIENT shall not sell, publish, disclose, display or otherwise make available the INFORMATION or copies thereof to third parties without the prior written permission of VERIZON. RECIPIENT agrees not to disclose the results of its use of INFORMATION to third parties without the prior written permission of VERIZON.

3. The RECIPIENT of INFORMATION under this Agreement is authorized to use the INFORMATION solely for the Permitted Purpose.

4. Any restrictions on the disclosure of INFORMATION shall not apply to any information:
 - (i) which was known to RECIPIENT prior to disclosure hereunder, as can be shown from tangible evidence in the form of ordinary business records normally kept and in existence at the time of the disclosure; or
 - (ii) received from another source who is lawfully in possession of the INFORMATION and is not under a duty of confidentiality; or
 - (iii) after it has become generally available to the public without breach of this Agreement by RECIPIENT; or
 - (iv) which VERIZON agrees in writing is free of such restrictions.
5. RECIPIENT agrees to give VERIZON prior notice, at least ten (10) days prior to any disclosure, of any actual or potential requirement of any court or government agency to disclose any INFORMATION and shall permit VERIZON to seek a protective order limiting such disclosure.
6. RECIPIENT may only disclose INFORMATION to those of its employees as are necessary to carry out the Permitted Purpose. Every employee of RECIPIENT receiving INFORMATION shall be advised by RECIPIENT of the confidential nature of the INFORMATION, their obligations hereunder and shall be bound by a non-disclosure agreement with RECIPIENT substantially in the form of this Agreement.
7. RECIPIENT shall return any and all copies of INFORMATION or portion thereof (in whatever form) to VERIZON at the conclusion of the Permitted Purpose, or if sooner, upon VERIZON's request.
8. RECIPIENT agrees to use the degree of care that is required to protect the proprietary, confidential, or trade secret status of the INFORMATION, which shall in no event be less than that standard of care used by RECIPIENT to protect its own information of similar character.
9. Notwithstanding any other provision of this Agreement, the parties agree not to export directly or indirectly (including to a foreign national presence in the U.S.) any U.S. source technical data acquired from the disclosing party or any products utilizing such data unless such export is in compliance with the United States Export Laws and Regulations.
10. Unless otherwise agreed to in writing between the parties there shall be no VERIZON obligation to keep confidential any information of RECIPIENT under this agreement or by implication, estoppel or other wise, and any such obligation is hereby expressly disclaimed.
11. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or

written agreements or understandings between the parties in regard to such subject matter. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

12. No license to RECIPIENT under any trademark, patent, copyright, mask work protection right or any other intellectual property right, is either granted or implied by the conveying of INFORMATION to such party. None of the INFORMATION which may be disclosed to RECIPIENT shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons or of either party. ALL INFORMATION OF VERIZON IS FURNISHED ON AN "AS-IS" BASIS, WITHOUT WARRANTY OF ANY KIND INCLUDING THAT OF ACCURACY, OR OF FITNESS OR SUITABILITY FOR ANY PURPOSE, NOR THAT IT WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

IN NO EVENT SHALL VERIZON AFFILIATES BE LIABLE TO RECIPIENT, RECIPIENT'S AFFILIATES, OR ANY THIRD PARTY FOR ANY DAMAGES RELATING TO THE TRANSFER OF INFORMATION HEREUNDER OR THIS AGREEMENT. RECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS VERIZON AND FROM ANY CLAIM ARISING FROM OR RELATING TO RECIPIENT'S MISUSE OF THE INFORMATION COVERED BY THIS AGREEMENT, IN ANY FORM.

13. This Agreement does not require either party to sell or purchase from the other party any product or service. It is expressly understood and agreed that this Agreement does not grant to either party any exclusive privileges or rights and that either party may contract with third parties for the procurement of comparable or identical products or services.
14. In the event that one or more provisions of this Agreement are for any reason held to be unenforceable in any respect, under the laws of the jurisdiction governing this Agreement, such unenforceability shall not affect any other term or condition of this Agreement and this Agreement shall be construed as if the unenforceable provision was not contained in this Agreement.
15. Notwithstanding the alternative dispute resolution section of this Agreement, RECIPIENT acknowledges that in case of breach of any term of this Agreement on its part, VERIZON is entitled to bring an action for damages and injunctive relief, and acknowledges that such breach would result in irreparable harm to VERIZON. RECIPIENT hereby waives any defenses it may have against the claim of VERIZON for a preliminary and a permanent

injunction or other provisional remedy, in order to maintain the confidentiality of the INFORMATION and to prevent its unauthorized use.

16. VERIZON shall be free at any time to transfer all its rights and obligations hereunder without the prior consent of RECIPIENT. RECIPIENT shall have no right to assign this Agreement or any rights hereunder in whole or in part.
17. Should any disagreement, dispute, disputed claim of breach, nonperformance, or repudiation arising from, related to or connected with this Agreement or any of the terms or conditions hereof, or any transactions hereunder ("Dispute"), arise between VERIZON and RECIPIENT either during this Agreement or after termination or expiration of this Agreement, either party may give to the other notice of the Dispute, specifically referencing this provision and request resolution of the Dispute. The parties will not be prohibited from seeking injunctive relief to preserve the status quo pending resolution under this provision. At the expiration of ten (10) days, unless it shall have been settled, either party may refer such Dispute to the VERIZON, Sourcing Process Leader and RECIPIENT's _____ for resolution.

ALL DISCUSSIONS AND DOCUMENTS PREPARED PURSUANT TO ANY ATTEMPT TO RESOLVE A DISPUTE UNDER THIS PROVISION ARE CONFIDENTIAL AND FOR SETTLEMENT PURPOSES ONLY AND SHALL NOT BE ADMITTED IN ANY COURT OR OTHER FORUM AS AN ADMISSION OR OTHERWISE AGAINST A PARTY FOR ANY PURPOSE INCLUDING THE APPLICABILITY OF FEDERAL AND STATE COURT RULES.

18. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed within such state and without regard to the principles of conflicts of law. All actions under this agreement shall be brought in a court of competent subject matter jurisdiction in the county of New York and both parties agree to accept the personal jurisdiction of such court.

This Agreement is being executed in duplicate originals by persons who represent that they are authorized to do so.

Accepted:

Supplier

TELESECTOR RESOURCES
GROUP, INC. D/B/A VERIZON
SERVICES GROUP

By: _____ By: _____

Name: _____ Name
: _____

Title: _____ Title: _____

Date: _____ Date: _____